

GOVERNMENT OF ANDHRA PRADESH  
ABSTRACT

Public Services- I & CAD Department- Disciplinary action initiated against Sri K. Manohar , Deputy Executive Engineer and 12 others for the irregularities in execution of Handri Neeva Sujala Sravanthi (HNSS) canal including CM & CD works in package 23 in Kurnool district – Disciplinary finalized - Imposing a penalty of withholding of one increment without cumulative effect – orders issued.

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IRRIGATION & CAD (SER.X.1) DEPARTMENT

G.O.Rt.No: 187

Dated: 17-02-2012

Read the following:

1. G.O.Rt.No.140, I & CAD (Ser.X.1) Dept., dt. 01.02.2008.
2. G.O.Rt.No.892, I & CAD (Ser.X.1) Dept., dt. 16.7.2008.
3. From the GA(COI-CK) Dept., D.O.Ir.No. 1255/COI-CK/A1/2008, dt. 21.01.2010.
4. Memo. No. 19363/Ser.X.1/2006-19, Dt: 04.10.2010
5. Representation of Sri K. Manohar , Dy. Executive Engineer , dt. 4.1.2011.

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ORDER:

It was brought to the notice of the Government that certain irregularities were took place in execution of works in package No. 23 of Handri - Neeva Sujala Sravanthi Project, and Sri K. Manohar , Deputy Executive Engineer, HNSS Anantapur and 12 other personnel of Irrigation Department had a role in the irregularities. Therefore Government have initiated disciplinary action against Sri K. Manohar , Deputy Executive Engineer, and 12 others served Articles of Charges against them. After detailed examination of the Written Statements of Self Defense of the Charged officers, the case was entrusted to the COI appointing Smt. Chandana Khan , IAS, as Inquiry authority to conduct detailed Inquiry on the charges framed against Sri K. Manohar , DEE, and 12 others vide reference 2<sup>nd</sup> read above . The Inquiry officer has submitted the inquiry report in the reference 3<sup>rd</sup> read above.

Government after careful examination of the inquiry report, have disagreed with the findings of the inquiry officer, and communicated the Inquiry report to Sri K. Manohar, Dy. Executive Engineer, under Rule -21, of APCS(CCA)Rules, 1991, along with the observations there of with a direction to submit his explanation if any in the matter within 15 days from the date of receipt of this Memo., failing which it was to be construed that there was no explanation to submit, and further action was to be taken exparte.

The work referred to in the Articles of Charges consisted of “Investigation, preparation of Hydraulic particulars, designs and drawings and excavation of Handri Niva Sujala Sravanthi (HNSS) main canal from Km (-) 3.420 to Km 20.000, including cross masonry & cross drainage (CM&CD) works and distributory system to feed an ayacut of 4,200 acres Khariff Irrigated Dry”, and was covered under the package No. 23 of HNSS phase – I under EPC system.

The Internal Bench Mark value put to tender was Rs. 49,10,77,793/-. Tenders were called for above work vide tender notice No.2/2004-05 dt. 28-12-04, and the lowest tender of M/s Back Bone Project Ltd for Rs. 47 crores at (-) 4.29% less, over the Internal Bench Mark value was accepted by the Government of Andhra Pradesh vide Memo.No.1 IV–1/2005 dt. 14-04-05.

The agreement was concluded by the Superintending Engineer, HNSS circle, Anantapur with M/s Back Bone Project Ltd vide Agreement No. SE H 4 WPC Dt: 25-02-2005 and the time stipulated for completion of the work was 24 months.

After detailed investigation, the agency submitted the alignment proposals along with hydraulic particulars for obtaining approval from the Chief Engineer, Central Designs Organization, Hyderabad. After detailed scrutiny, the Chief Engineer, Central Designs Organization during the meeting held on 25-11-2005 in the chambers of Chief Engineer, Central Designs Organization Hyderabad, observed that "the sections were agreed to be adopted based on soil strata indicated in the Longitudinal Section sheets. During the execution, the strata met with are different from those now considered in the longitudinal section, and Hydraulic particulars are to be suitably modified". Accordingly the Executive Engineer, Handri Niva Sujala Sravanthi, Kurnool during inspection of works on 23-01-2006, issued instructions to excavate canal with 1 ½ :1 slopes instead of 1:1 as proposed in Hydraulic Particulars until Hard Disintegrated Rock was met from Km 1.600 onwards.

The Deputy Executive Engineer signed the abstract of bill of Lump sum IV & Part bill in which payment was made for the reach from Km 16.000 to Km 17.500 which was mentioned in his charge I. The abstract of the bill was recorded vide page No.. 28 to 32 of Measurement Book No.9 BB on 23-02-2006 submitting earth work excavation at a higher rate of Rs. 138/ cum for a quantity of 4,43,404.70 cum.

While submitting the bill, the Deputy Executive Engineer had to verify whether the bill prepared and the rates adopted were as per the agreement conditions and as per payment schedule approved by the Employer. If there was any discrepancy regarding rates adopted in the bill by the Agency, the Deputy Executive Engineer had to correct or reject the bill at his level itself or sought clarification from higher authorities. But the Deputy Executive Engineer had submitted the bill at a higher rate of Rs. 138/- cum furnished by the agency in respect of lump sum IV & Part bill.

In spite of clear cut agreement conditions, the Deputy Executive Engineer consciously ignored the Annexure-II payment schedule incorporated in the agreement and the payment schedule approved by the Superintending Engineer and submitted Lump sum IV & Part bill with earth work excavation rate at Rs. 138/ per cum (instead of Rs. 110.12 /- per cum as pointed out by V&E authorities ) ignoring the fact that the total amount works out at this rate for this component of work exceeding the percentage specified for this item in Annexure –II Schedule of payment.

Consequently, the Deputy Executive Engineer submitted abstract of bills (Lump Sum IV & Part bill) in which payment was made for the reach from Km. 16.000 to Km 17.500 mentioned in the charge – I, recommending for payment for Earthwork excavation at higher rate Rs. 138/- cum without considering the approved payment schedule or annexure – II payment schedule of agreement which was in violation of agreement conditions.

As per Para 294 A.P.P.W. 'D' code - Sub divisional officers are expected to check the calculations etc., recorded in the measurement books as laid down in para 306 of the A.P.W. 'A' code and to check measure works as laid down in paragraph 297 of A.P.W. 'A' code. Executive Engineer / Divisional Engineers incharge of regular divisions in P.W.D will check measure the work done on not less than 36 of their important works in each financial year. Executive Engineer / Divisional Engineers of special division are to also check measure the work done on not less than 36 of their important works in each financial year. The item in the measurement books actually check measured should, as a rule, be initialed by the checking officer.

The agency has recorded the measurements in the reach in the MB. The concerned Assistant Engineer signed at the end of the recorded measurements as a token of acceptance of the measurements. The Deputy Executive Engineer has check measured the recorded measurements.

During the physical verification of work by V&E authorities on 23-6-06, it was observed that the work in the reach was not completed as per specifications / design section. Payment was made for the reach even though the work was not completed.

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As per the levels taken by the V & E staff during their inspection, it was clear that payments were made for the reaches where work was not completed as against the designed sections / levels and agreement conditions. The V&E authorities had also video graphed the whole reach during their verification of pack: 23 from 26-6-06 onwards.

The Third Party Quality Control authorities have issued quality certificates by mentioning the canal reaches that the work was completed as per designs and specification, though the work was not completed as per agreement conditions (unit length or designs). The Quality Certificates were issued without verification in the site and without conducting relevant tests.

Even though, the Third Party Quality Control authorities have issued quality certificates that work was completed as per designs and specifications, it was the prime responsibility of the Deputy Executive Engineer to satisfy himself that the portion of reaches for which payment was recommended was completed in all respects as per agreement conditions and check measure the works. During the check measurement if any excess measurements were found to have been recorded by the agency, such portions of work were to be deleted from the purview of the payment. But this was not done while submitting bill.

In view of the above, it was clear that the Deputy Executive Engineer had consciously check measured the work knowing pretty well that the work was not completed at the time of check measurement.

In the reference 5<sup>th</sup> read above, Sri K. Manohar , Deputy Executive Engineer, has submitted his representation stating that in his findings, the Inquiry officer concluded that since there was ambiguity in the agreement and there was no financial loss to Govt. citing the same, Sri K. Manohar, Deputy Executive Engineer requested to exonerate him from the charges .

Govt. after careful examination of the matter, has decided, and hereby order to impose a penalty of withholding of one increment without cumulative effect on Sri K. Manohar , Deputy Executive Engineer, for the irregularities in execution of Handri Neeva Sujala Sravanthi (HNSS) canal including CM & CD works in package 23 in Kurnool district, as the explanation submitted by the C.O to the show cause notice was not convincing .

The Engineer-In-Chief (Admn.Wing), I & CAD Department, Hyderabad shall take necessary action accordingly.

**(BY ORDER AND IN THE NAME OF THE GOVERNOR OF ANDHRA PRADESH)**

SHAILENDRA KUMAR JOSHI  
PRINCIPAL SECRETARY TO GOVERNMENT

To  
Sri K. Manohar, Deputy Executive Engineer  
through the Engineer-In-Chief (Admn.Wing)  
I & CAD Dept., Hyderabad.

Copy to :  
The Engineer-In-Chief (Admn.Wing) ,  
I & CAD Dept., Hyderabad.  
The I&CAD(Ser-II) Dept.,

//FORWARDED: : BY ORDER//

SECTION OFFICER